

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE (hereinafter referred to as the “**Conveyance Deed**”) is made at Ahmedabad on this ____ day of _____, Two Thousand Nineteen

BETWEEN

Addis Realtech LLP, [PAN : ABEFA0822B] a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its office at 32, 3rd Floor, Roopa Building, Sona Roopa, Opp. Lal Bunglow, C. G. Road, Ahmedabad (hereinafter referred to as the “**Developer**” and/or the ‘**Promoter**’ which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its partners, successors and permitted assigns) and represented through its Designated Partner Mr. _____ [AADHAAR : _____], of the FIRST PART.

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AND

(1) Radhamohan Shrinarayan Gupta, [PAN : ACLPG9001C] [AADHAAR : 4135 7833 1585], adult, residing at B-301, Ratnakar, Opposite IOC Petrol Pump, Shivranjani Cross Road, Satellite, Ahmadabad-15, **(2) Ashish Kanaiyalal Shah**, [PAN : ACZPS3892B] [AADHAAR : 2656 3179 6467], **(3) Dipika Ashish Shah** [PAN : AKQPS4111C] [AADHAAR : 9027 4810 1280], No.2 & No.3 both adult, residing at 44, Shitalkunj Society, Jawahar Chowk, Ramnagar, Sabarmati, Ahmedabad, **(4) Addor Realty Private Limited**, [PAN : AADCD2711R] having its office at 32, 3rd Floor, Roopa Building, Sona Roopa, Opp. Lal Bungalow, C. G. Road, Ahmedabad represented through its authorized signatory Mr. Vikas K. Shah, [AADHAAR : 9768 0688 9725], **(5) Kiranben Kanaiyalal Shah**, [PAN : ANWPS5720Q] [AADHAAR : 5198 7503 5096], adult, residing at B-203, Vinita Flat, Sidhhachal Vatika Society, Ramnagar, Sabarmati, Ahmedabad-5, **(6) Kailashchandra B. Kalya**, [PAN : ABWPK4587D] [AADHAAR : 5523 5263 1816], **(7) Nileshkumar K. Kalya**, [PAN : AOGPK4840L] [AADHAAR : 6527 2262 1550], No.6 & No.7 both adult, residing at A/1, Shyam Tenement, Odhav, Ahmedabad, **(8) Nisha Vikas Shah**, [PAN : AKQPS4112B] [AADHAAR : 7885 2647 1280], **(9) Vikas Kanaiyalal Shah**, [PAN : AFHPS7864L] [AADHAAR : 9768 0688 9725], No.8 & No.9 both adult, residing at 44, shantikunj Society, Jawahar Chowk, Sabarmati, Ahmedabad 380005, **(10) Jagdishprasad B. Kalya** [PAN : AGEPK6409K] [AADHAAR : 8785 7412 2874] & **(11) Rahul R. Kalya**, [PAN : AIRPK6458P] [AADHAAR : 2886 6342 1875], No.10 & No.11 both adult, residing at A/1, Shyam Tenement, Odhav, Ahmedabad, **(12) Monika Mukesh Samdani** [PAN : AINPS6242F] [AADHAAR : 8255 7127 4379] & **(13) Mukesh Ratanlal Samdani** [PAN : AFQPS1918A] [AADHAAR : 4080 4477 0379], No.12 & No.13 both adult, residing at 28, Patel Society, Near Police Commissioner's Office, Shahibaug, Ahmedabad, **(14) Mahendrakumar Bhanvarlal Purohit**, [PAN : ABBPP2851L] [AADHAAR : 4937 3425 3424] & **(15) Priti Mahendrakumar Purohit** [PAN : ABRPP5855C] [AADHAAR : 7456 5315 4943], No.14 & No.15 both adult, residing at 3, Subhash Society, Behind Ishwar Bhuvan, Near Commerce Six Road, Navrangpura, Ahmedabad, **(16) B.R. Land Developers Pvt. Ltd.** [PAN : AAMCS2404F] having its office at F/4, New Madhavpura Market, Near. Police Commissioners Office, Shahibaug, Ahmedabad through its authorized signatory Mr. Babuprasad R. Shah, [AADHAAR : 7809 9113 7491], **(17) Rajesh Shantilal Sanghvi**, [PAN : ACIPS6389N] [AADHAAR : 6734 6033 0814] & **(18) Mina Rajesh Sanghvi**, [PAN : AHEPS2764A] [AADHAAR : 2634 4966 4951] No.17 & No.18 both adult, residing at 47, Highway Park Society, Ramnagar Road, Sabarmati, Ahmedabad, **(19) Minesh Kanaiyalal Shah**, [PAN : AKTPS8379K]

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[AADHAAR : 5324 7098 5260] & **(20) Shweta Minesh Shah**, [PAN : BMOPS3195M] [AADHAAR : 4616 2266 5354] No.19 & No.20 both adult, residing at B-203, Vinita Flat, Sidhhachal Vatika Society, Ramnagar, Sabarmati, Ahmedabad-5 & **(21) Addis Realtech LLP**, [PAN : ABEFA0822B] a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its office at 32, 3rd Floor, Roopa Building, Sona Roopa, Opp. Lal Bunglow, C. G. Road, Ahmedabad itself and as power of attorney holder of No.1 to No.20 herein represented through its Designated Partner Mr. _____ [AADHAAR : _____] (hereinafter referred to as "Land Owners", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, administrators, successors and assigns) of the SECOND PART

AND

XYZ, [PAN : _____] [AADHAAR : _____] aged about ____ years, residing at _____ hereinafter referred to as the "**Allottee**" or "**Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its legal representatives, executors, successors and permitted assigns) of the THIRD PART

For the sake of convenience, the Promoter, Land Owners and the Allottee shall be hereinafter collectively referred to as the **Parties** and individually as **the Party**.

WHEREAS

- A. The Land Owners are seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of non-agricultural land for multipurpose admeasuring 2597.23 square meters (2672.04 square meters as on site) (2742.36 square meters as per city survey records) bearing final plot no.290/3 (290/B) of town planning scheme no.20 (city survey nos.1205 to 1219) situate, lying and being at mouje Kocharab, Taluka Sabarmati within Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedabad (hereinafter referred to as the "**Said Land**" as more particularly set out in **First Schedule** hereunder written).
- B. By virtue of 33 separate sale deeds executed during the year 2015 to 2018 entered into between the Land Owners herein as the Purchaser(s) therein and members of the Sunshine Co.Op. Housing Society Limited (hereinafter referred to as the 'Erstwhile

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Society) as the Vendor(s) therein and the Erstwhile Society as the Confirming Party therein, all 33 residential flats standing on the Said Land together with respective undivided share in the Said Land in favor of the Land Owners. Such 36 sale deeds have been registered in the office of the sub registrar of assurances at Ahmedabad-4 (Paldi) and subsequently the names of the Land Owners have been admitted as the occupier/owner of the Said Land in the city survey records.

- C. The District Collector vide his order No.CB.Land-1/NA/SR-671/2019/FMPS No.0 dated September 11, 2019 has granted permission for nonagricultural use for multipurpose in respect of the Said Land subject to the terms and conditions setout therein.
- D. By virtue of a Development Agreement dated 16/10/2019 the Land Owners No.1 to No.20 have conferred the development rights in respect of the Said Land to the Promoter herein, who is one of the co-owner of the Said Land. The said Development Agreement has been registered in the office of the sub registrar of assurance, Ahmedabad-4 (Paldi) vide sr.no. 13384 on 16/10/2019. (“**Development Agreement**”).
- E. The Said Land has been amalgamated with adjacent land bearing final plot no.290/2 (290/A) admeasuring 2597.59 square meters (2522.78 square meters as on site) aggregating to 5194.82 square meters and the proposed development plan in respect of the Said Project (as defined hereinafter) has been approved by the Ahmedabad Municipal Corporation dated January 1, 2019 and in pursuance whereof the Ahmedabad Municipal Corporation has also issued Rajachitthi (Commencement Letter) no.00831/071218/ A0944/M1 on January 1, 2019 in respect of the said amalgamation.
- F. The Promoter has promoted a commercial project for shops, showrooms and offices in a building known as “**Addor Aspire-2**” to be developed on the said Land comprising of First Cellar + Second Cellar + Ground Floor to Thirteenth Floors (comprising of parking space and total 145 commercial Units) (hereinafter referred to as the “**said Building**”) along with various common facilities and amenities in the common areas of the said Land and the said Building inter alia foyers, elevators, stairs, (hereinafter referred to as the “**Common Areas**”). The development of the said Building on the said Land as well as the

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Common Areas as defined hereinafter shall be hereinafter collectively referred to as the “**said Project**”.

For the sake of convenience and reference in this Agreement:

(i) The open Land forming part of the Said Land on which the said Project is developed & (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, common entrances and exits of buildings, common basements, common terraces, open parking areas, common storage spaces, watch rooms, security cabins,, electricity rooms, water tanks, system for water conservation, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use, all facilities as provided in the said Project shall be referred to as the “**Common Areas**”;

The Common Areas will be used in undivided form collectively by all the Allottee in the Project.

The facilities provided in the Common Areas and to be used in undivided form collectively by the Allottee in the Project (as more particularly described in the **Third Schedule** herewith)

- G. The Ahmedabad Municipal Corporation (**AMC**) has approved the proposed development plans in relation to the said Project in case no.BHNTI/WZ/040119/CGDCR/A1306/R0/M1 on September 21, 2019 in accordance with the terms and conditions set out therein (hereinafter referred to as the “**Approved Plans**”). Subsequently, the permission to commence the construction of the said Project on the said Land, in accordance with the Approved Plans was given by the AMC vide Rajachitthi (**Commencement Letter**) no.02545/040119/A1306/R0/M1 dated September 21, 2019

For the sake of convenience and reference in this Deed of Conveyance:-

- H. The Promoter herein is legally entitled to develop the said Project on the said Land and also enter into an Agreements to Sell, Deed of conveyance or any other documents in relation to the sale of residential units in the said Project in favor of the Allottee and receive the sale consideration in respect thereof for itself and also on behalf of the Land Owners.

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- I. The Allottee herein approached the Promoter with the intent to purchase a Shop/Office in the said Project and in pursuance to the discussion held amongst the Parties, the Promoter & Land Owners have agreed to allot/sale and the Allottee has agreed to purchase **Shop/Office no.**_____ admeasuring _____ **square meters** equivalent to _____ **square feet** of carpet area together with _____ square meters equivalent to _____ square feet of balcony/wash area within the Unit located on the _____ **floor** of the said Building ("**said Unit**") together with the undivided proportionate share admeasuring _____ **square meters** in the said Land, and right to use the Common Areas in the said Project and together with 1 (one) car parking space in the said Project (hereinafter referred to as the "**said Property**").

For the sake of convenience and reference in this Agreement:

The said Unit together with the undivided proportionate share in the Common Areas shall be collectively referred to as the "**said Property**"; The said Property is more particularly described in the **Second Schedule** hereunder written;

- J. The carpet area of the Said Unit as set out above. "carpet area" means the net usable area of the Said Unit, excluding the area covered by the external walls and areas under services shafts but includes the area covered by the internal partition walls of the Said Unit.
- K. Pursuant to the above Promoter has issued a letter of allotment dated _____ in respect of the Said Unit to the Allottee and upon payment of the amount equivalent to 10% or thereabout as well as additional amount of earnest money by the Allottee to the Promoter, the Promoter and the Land Owners have agreed to sell the Said Property to the Allottee for a consideration of Rs. _____ (Rupees _____ only) being an aggregated price of the Said Unit + Balcony/Wash Area + proportionate price of the common areas and facilities + proportionate price of the Undivided Proportionate Share (hereinafter referred to as the "**Sale Consideration**") and entered into an agreement for sale in respect of the Said Property in accordance with the terms and conditions setout thereunder. The said agreement for sale has been registered in the office of the Sub-Registrar of Assurances, Ahmedabad-4 (Paldi) vide sr.no. _____ on _____ (hereinafter referred to as the **Agreement**) or However the Parties have agreed not to enter into any agreement for sale and directly proceed for the execution of Sale Deed.

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- L. The Promoter and the Land Owners have given inspection to the Allottee of all the documents of title relating to the Said Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Gujarat Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as "the said Rules") made thereunder and the Allottee is satisfied in respect of the same;
- M. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter/Land Owners, authenticated copies of extract of revenue records / city survey records showing the nature of the title of the Land Owners to the Said Land on which the said Project is developed have also been inspected by the Allottee and is satisfied in respect of the same.
- N. The Promoter has submitted the Project for registration with the Real Estate Regulatory Authority (RERA) as per the provisions of the Said Act and the Said Rules and pursuant to the same the Project has been registered with RERA under Reference/Order No. _____ dated _____. (Copy of Registration Certificate is annexed herewith at **Annexure-A**)
- O. The authenticated copies of the Approved Plans of the Layout as approved by the Ahmedabad Municipal Corporation, the authenticated copies of the plans and specifications of the Said Unit agreed to be purchased by the Allottee and the authenticated copies of the layout and floor plans as proposed by the Promoter and according to which the construction of the projects and Common Areas are proposed to be provided for in the said Project has been inspected by the Allottee. (copies of the layout and floor plans are collectively annexed herewith at **Annexure-B1 & Annexure-B2**)
- P. The Promoter undertook the development of the Project as per the Approved Plans and has completed the construction of the said Building and other development works of the said Project; and pursuant to the same AMC has issued the Building Use Permission (BU) vide its reference no. _____ dated _____ (copy of the same is annexed herewith as **Annexure-C**).

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- Q. In pursuance to the confirmations, representations and assurances given by the Parties to each other to faithfully abide by all the terms, conditions and all applicable laws the Promoter/Land Owners are hereby executing this Deed of Conveyance in respect of the Said Property in favor of the Allottee.

NOW THIS INDENTURE WITNESSETH that

1. INTERPRETATION

In this Conveyance Deed, unless the context otherwise requires:

- i. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Conveyance Deed, from time to time be amended, supplemented or re-enacted;
- ii. Words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender;
- iii. The captions and headings, if any, are for the purpose of convenience and reference only and shall not be deemed to supersede or modify the substance in the text written thereunder and shall not be used in and shall not affect the construction and interpretation of this Conveyance Deed;
- iv. Terms and words beginning with capital letters and defined in this Conveyance Deed shall have the meaning ascribed thereto herein, and terms and words defined in Annexure/Schedule and used therein shall have the meaning ascribed thereto in Annexure/ Schedule;
- v. Words "include" and "including" are to be construed without limitation;
- vi. Any reference to "day" shall mean a reference to a calendar day; any reference to "month" shall mean a reference to calendar month;
- vii. Annexure, Plans and Schedules to this Conveyance Deed form an integral part of this Conveyance Deed and will be in full force and effect as though they were expressly set out in the body of this Conveyance Deed;
- viii. Reference to this Conveyance Deed or any other agreement, deed, instrument or document of any description shall be construed as reference to such agreement, deed, instrument or other document as the same may from time to time be amended, varied, supplemented, modified, notated or suspended;
- ix. Reference to Recitals, Clauses, Sub-Clauses, Schedules, Annexure in this Conveyance Deed shall, except where the context otherwise requires, be deemed to be references to

Recitals, Clauses, Sub-Clauses, Schedules, Annexure of or to this Conveyance Deed;

- x. Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Conveyance Deed is not a business day, then the period shall run until the end of the next business day;
- xi. Any word or expression used in this Conveyance Deed shall unless defined or construed in this Conveyance Deed, bear its ordinary English meaning;

2. In pursuance of the aforesaid and the full and final aggregated amount of Sale Consideration of Rs. _____/- (Rupees _____ only) being duly paid by the Allottee to the Promoter (the receipt whereof the Promoter & Land Owners doth hereby admit and acknowledge and acquit, release and discharge the Allottee from every part thereof forever), the Promoter & Land Owners doth hereby conveys, transfers, assigns, assures, grants in favour of the Allottee free from encumbrance and reasonable doubts the right title and interest in the said Property being **Shop/Office no.** _____ admeasuring _____ **square meters** equivalent to _____ **square feet** of carpet area together with _____ square meters equivalent to _____ square feet of balcony/wash area within the Unit located on the _____ **floor** of the said Building together with the undivided proportionate share admeasuring _____ **square meters** in the said Land, and right to use the Common Areas in the said Project and together with 1 (one) car parking space in the said Project known as Addor Aspire-2. The Promoter having handed over and the Allottee having taken over vacant, peaceful and physical possession of the Said Unit free from all encumbrances; this deed shall be valid only after realization of all the payments; and if any cheques or payments not realized pursuant to the execution hereof then in such event all the transaction made by the Allottee by way of mortgage, sale, transfer, gift, lease etc. in respect of the said Property shall become void, invalid and illegal.

3. If within a period of five (5) years from the date of handing over the Said Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Said Unit or the Project in which the Said Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not

possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter or Land Owners shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter or Land Owners and for all the damages that may have occurred due to any act or omission of the Allottee which otherwise could have been prevented.

4. The Promoter shall not have any claim on F.S.I, additional F.S.I and terrace rights after Building Use permission has been obtained, such rights if any will be owned by the "Association of Allottee"
5. The Allottee and its successors in title, employees, servant and assigns at all times hereafter at will and pleasure for all permitted purposes shall be entitled to free *ingress* to and *egress* from the Said Unit AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Promoter in to out of or upon the Said Unit or any part thereof and TO HAVE AND TO HOLD all and singular the said Property hereby transferred, assigned, granted and assured or intended or expressed so to be with their and every of their rights and appurtenances UNTO AND TO THE USE and benefit of the Allottee, their successors in title and assigns forever however SUBJECT TO the terms herein contained including the payment of all AND THAT notwithstanding any act, deed, matter or thing whatsoever by the Promoter and the Promoter or any person or persons lawfully or equitably claiming by, from, through, under or in trust for it made, done, committed, omitted or knowingly or willingly suffered to the contrary the Promoter and the Promoter now hath in itself good right full power and absolute authority to grant convey transfer and assure the said Property hereby granted conveyed transferred and assured or intended so to be unto and to the use of the Allottee in manner aforesaid AND THAT it shall be lawful for the Allottee from time to time and at all times hereafter peaceably and quietly to hold enter upon, use, occupy, possess and enjoy the said Property hereby granted conveyed transferred and assured with their appurtenances without any hindrance, lien, charge, interest, denial, demand, interruption, eviction and receive the rents issues and profits thereof and of every part thereof to and for their own use and benefit AND THAT the Promoter has handed over the copies of all the relevant documents, abstracts and extracts in relation to the Said Unit.

6. The Allottee covenants that a service society to be known as the ' _____ **Co-operative Commercial Service Society Ltd.**', registered under the provisions of the Gujarat Co.Op. Societies Act, 1961 vide reg. no. _____ dated _____ (**Society**) has been incorporated for the proper and effective administration of the said "Addor Aspire-2" and the Allottee shall be a member of the said Society and shall also liable for the payment of maintenance deposit & maintenance charges etc. on demand in respect of the said Property to the said Society and shall follow all the rules, regulations and byelaws of the Society from time to time and shall use the common amenities and facilities along with other members of the Society.
7. The Allottee represents, undertakes and warrants that: -
- i. The Allottee, as the unit holder in the said Building, will duly get admitted as the member of the Society and will sign and execute all such necessary application forms, affidavits, declarations, undertakings, model bye laws/bye laws formed by the Society from time to time and at all times as may be required and amended by the Promoter and/or the Society;
 - ii. The Promoter shall be in absolute control of the said Project as well as all the unsold units in the said Project till the Promoter has received full and final consideration for each and every units in the said Project and each one of them is duly conveyed/transferred in favor of its respective Allottees;
 - iii. Any transfer or assignment *inter-vivos* or by operation of law or any disposal in any manner whatsoever, of rights under these presents by the Allottee or by way of transmission thereof on account of inheritance or succession shall always take effect along with the shares and membership of the Society and as per common interest, and as per the bye-laws of the Society;
 - iv. The Allottee herein shall be required to obtain a prior approval and a no objection letter from the Promoter till the management of the said Project is handed over to the Society and Society thereafter in the event the Allottee herein intends to sell, convey, mortgage, lease, sub lease, sub let or transfer its right, title and interest in the said Property to any other person in any manner whatsoever. The Allottee herein shall be responsible for the payment of the Transfer Fees and all outstanding dues to the Promoter till the sale of all the units in the said Project is duly completed and the possession of

each unit is handed over to the respective prospective Allottees and the operation and management of the said Project is handed over to the Society and only subject to which the Promoter or the Society (after the operation and management of the said Project is handed over to the Society) shall permit and allow such transfer;

- v. Over and above the representations, covenants, undertakings, declarations given by the Allottee herein as well as the terms and conditions set out in this Conveyance Deed the Allottee shall comply with, perform and observe all the conditions, provisions, obligations, stipulations, covenants and restrictions set out in Annexure-A hereto and the same shall be covenants running with the sale of the said Property in favor of the Allottee and their successors from time to time;

8. **Severability** : If any provision of this Deed shall determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this deed shall remain valid and enforceable as applicable at the time of execution of this deed.

9. **Dispute Resolution:-** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

10. All stamp duty (present and future), registration charges and legal fees and all other out of pocket expenses in respect of these presents have agreed to be borne and paid by the Allottee only.

11. The Allottee has also deducted TDS in respect of the payment made to the Promoter as per the provision of the Income Tax Act 1961.

12. The said Land does not fall under the Disturbed Area and is not subject to The Gujarat Prohibition of Transfer of Immovable Property & Provision for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1991.

FIRST SCHEDULE ABOVE REFERRED TO
(Description of Project Land)

All that non agricultural land for multipurpose admeasuring 2597.23 square meters (2672.04 square meters as on site) (2742.36 square meters as per city survey records) bearing final plot no.290/3 (290/B) of town planning scheme no.20 (city survey nos.1205 to 1219) situate, lying and being at mouje Kocharab, Taluka Sabarmati within Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedabad which is bounded as under:-

On or towards East :- Addor Aspire (Final Plot No.290/A)
On or towards West :- Final Plot No.291
On or towards North :- L.D. College of Engineering (University Campus)
On or towards South :- 120 Ft. Main B.R.T.S. Road

SCHEDULE-A ABOVE REFERRED TO
(Description of the Said Property)

All that commercial property being **Shop/Office no. _____** admeasuring _____ **square meters** equivalent to _____ **square feet** of carpet area together with _____ square meters equivalent to _____ square feet of balcony/wash area within the Unit located on the _____ **floor** of the building known as Addor Aspire-2 together with the undivided proportionate share admeasuring _____ **square meters** out of non agricultural land for multipurpose admeasuring 2597.23 square meters (2672.04 square meters as on site) (2742.36 square meters as per city survey records) bearing final plot no.290/3 (290/B) of town planning scheme no.20 (city survey nos.1205 to 1219) situate, lying and being at mouje Kocharab, Taluka Sabarmati within Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedabad and right to use the Common Areas, common amenities and facilities in the said Project and together with 1 (one) car parking space in the said Project and the said Shop/Office No. _____ is bounded as follows

On or towards North:-
On or towards South:-
On or towards East:-
On or towards West:-

THIRD SCHEDULE ABOVE REFERRED TO

Description of Common Areas, Facilities and Amenities

stair cases, lifts, staircase and lift lobbies, fire escapes, common entrances and exits of buildings, common basements, common terraces, open parking areas, common storage spaces, security cabins, electricity rooms, water tanks, system for water conservation, sumps, motors, fans, compressors,

IN THE PRESENCE OF

ANNEXURE – A

The Allottee agrees, confirms and accepts the Matters, Conditions-Restrictions-Prohibitions-Stipulations-Covenants etc. as stated hereafter:

1. The Allottee has adequately satisfied him/herself about the title and specification of the overall Project and that the Allottee has no grievance or complaint in relation to the title or the specifications, workmanship or materials or used therein.
2. By virtue of the execution hereof, the Promoter and the Land Owners have sold, transferred and conveyed the right title and interest in favor of the Allottee limiting to the Said Unit together with undivided proportionate share in the said Land only and no other area in the said Project and that the Promoter and the Promoter shall be without any restriction or requiring any approval of the Allottee shall be entitled to deal with the other units and space in the said Project in favor of any other person in the manner the Promoter and the Promoter may deem fit.
3. So long as it does not prejudicially affect the right of the Allottee in respect of the Said Unit, any part of the said Building interior or exterior, margin land, open areas, open spaces, walls, compound walls, parapet walls, terraces, lift well, etc. may be used or allowed to be used for advertisement, hoardings, neon sign lights, display, etc. to any person for hire, reward or for any other consideration and manner as it may deem fit. The said hoardings must be installed after obtaining all the permissions and no objection certificates from the concerned authorities and they should not obstruct view, sun light, wind and ventilation of the Said Unit. All the safety measures shall be strictly observed.
4. The Promoter shall be entitled to provide the covered parking area in the basement and ground floor and the parking that can be provided in the open margin lands and other open areas and spaces for parking of vehicles or for other convenient purposes as the Promoter may deem fit.
5. The Allottee shall keep the Said Unit, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the said Building other than its premises.

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6.
 - i) The Allottee shall not at any time demolish or cause to be demolished the Said Unit or any part thereof nor shall make any additions or alterations in the design or specifications thereof nor shall make any new opening of door, shutters, window or otherwise. The Allottee shall not make any alterations in the elevations and outside color scheme of the outer wall in the exterior of the Said Unit. The Allottee shall not decorate the exterior of Said Unit other than in the manner in which the same is decorated. However the Allottee can display the signboard of his choice according to dimensions mutually agreed by the Promoter and the Allottee and with the norms of local development authority.
 - ii) If any penalty, premium or any other charges are levied by the Ahmedabad Municipal Corporation or any other authority in respect of any additions or alterations if made by the Allottee, the same shall be borne and paid by the Allottee, if the same are concerning the Said Unit and/or to the extent of the undivided entitlement of the Allottee in the said Land, and if the same area of common nature, by the Allottee in common with others.
7. The Allottee shall not change, or make any holes or openings, or draw or lay any wires, cables, pipes through, or in any other manner damage, the columns, beams, slabs or RCC pardis or walls or other structural members of the Said Unit or any part of the building(s) without prior written consent of the Promoter and/or the Society.
8. The Allottee shall not use the Said Unit or permit the same to be used for any purposes whatsoever other than for which it is meant or which may or is likely to cause nuisance or annoyance to occupiers of the other premises or for any illegal or immoral purposes or for the purposes prohibited by law. The Allottee will not use or permit to be used the Said Unit or any part thereof for hotels, guest house, lodging & boarding, nursing home or hospital. The Said Unit shall be used, occupied and enjoyed subject to other rules of the scheme as may be framed by the Promoter. The Allottee shall perform and observe the same, and shall abide by them.
9. The Allottee will not use or permit to be used the common passages, stairs, staircases or any other open areas, spaces, margin lands etc. for storage or keeping any articles or things.

10. The Allottee shall not store in the Said Unit or in any common areas or bring in the said Building any goods which are hazardous, combustible or with strong smell or excessively heavy so as to affect or damage the construction or structure of the building, and shall not carry or cause to be carried heavy packages to the Said Unit which are likely to damage the lifts, staircase, common passages, other spaces or any other structure or parts of the Complex, its amenities, facilities and services.
11. In pursuance to the execution of this Conveyance Deed, in case of any amount becomes payable to the Ahmedabad Municipal Corporation, the State Government or other public authority like betterment charges or development taxes or payment of similar and/or any other nature in relation to the entitlement of the Allottee under this Conveyance Deed, the same shall be paid and borne by the Allottee and/or its successor in title as may be levied by the authority on pro-rata basis.
12.
 - i) The Allottee shall be responsible and liable to bear and pay, at actuals, all Municipal Taxes, cesses, dues and impositions of every description of the Ahmedabad Municipal Corporation, Gram Panchayat, of the State and/or Central Government and/or any other public bodies and authorities, which exclusively relate to or pertain to the Said Unit.
 - ii) All common maintenance expenses relating to security, sweeping, cleaning, lightening, maintenance, repairs, replacement, upgradation etc., of the said Building, and amenities, facilities, services, conveniences, and utilities therein; common expenses of administrative, management, staff, personals, maintenance of accounts and records and other similar or other related matters; and any other expenses of common nature (the "CME") shall be borne and paid by the Allottee and other Allottees of other premises, and as may be fixed by the Promoter.
 - iii) Without prejudice to aforesaid, if the Promoter makes any other arrangement for maintenance and to meet the common maintenance expenses, the same shall be binding upon the Allottee and the Allottee shall be obliged to act in accordance therewith, which may include payment of any amount by way of permanent maintenance deposit.

- iv) The CME will be required to pay by the Allottees of the premises. Notwithstanding, the fact that the said Building is put to use and the holders of the premises who have already purchased the premises have commenced use of their respective premises, involving use of Common Services, the Promoter shall not be required to pay or contribute CME for any un-disposed of premises or to pay any amount whatsoever towards maintenance of the Common Services, and the same shall be paid prospectively only upon the unsold premises are disposed of. If any units are unsold one year after date of B.U. Permission, then the maintenance expenses of those unsold units will be borne by the Promoter.
13. The Society consisting of the unit holders in the said Project as its members and share holders for the purpose of operation and maintenance of the said Project and that the Allottee shall be bound to become a member of the Society and to observe the terms and conditions and rules and regulations as set out in the bylaws of the Society and the rules framed by the Society from time to time and at all times.
14. The Allottee is aware that the Promoter shall operate and maintain the said Project and that the Allottee shall be bound to comply with all the terms, conditions, charges, rules and regulations laid/formed by the Promoter. The said Project shall be under the over-all control and management of the Promoter. And of the Society after the same is handed over to Society, and the decision of the Promoter/Society/Maintenance Company in all matters relating thereto including code of conduct, rules and regulations for use in the said Project shall be final, conclusive and binding upon the Allottee.
15. The Promoter may have declared and announced the said Project by issuing brochure and pamphlets and also inserting advertisements in newspaper and advertising in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been declared or advertised as aforesaid, what is agreed upon herein shall prevail.
16. Any delay by the Promoter/Society in enforcing the terms of this Conveyance Deed or any forbearance or giving time to the Allottee shall not be considered as a waiver on the part of the Promoter/Society of the Purchase nor shall the same in any manner prejudice the remedies of the Promoter/Society.

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17. The Allottee hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
18. The Allottee hereby declares that he/she has read, understood and agreed each and every term of this Conveyance Deed before execution.
19. The Allottee has agreed to indemnify and keep indemnified the Promoter and other unit holders against any loss, damage, action, claim, suit, proceedings, cost, charges and expenses that may arise on account of any delay, default, breach or violation of any of the conditions and obligations aforesaid.

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Annexure-A

Copy of RERA Registration Certificate of the Project

Annexure-B1

layout plan of the Project

Annexure-B2

floor plan of the Said Unit

Annexure-C

Copy of Building Use Permission

Draft

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SITE PHOTO-1

Draft

Unit No.____, Addor Apire-2, University Road, Ahmedabad

PROMOTER

ALLOTTEE

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SITE PHOTO-2

Draft

Unit No.____, Addor Apire-2, University Road, Ahmedabad

PROMOTER

ALLOTTEE

SCHEDULE
UNDER THE PROVISIONS OF SECTION 32(A) OF REGISTRATION ACT

PROMOTER

Addis Realtech LLP
through its Designated Partner
and duly Authorized Signatory
Mr.

LAND OWNERS

(1) Radhamohan Shrinarayan Gupta, (2) Ashish Kanaiyalal Shah, (3) Dipika Ashish Shah, (4) Addor Realty Private Limited, (5) Kiranben Kanaiyalal Shah, (6) Kailashchandra B. Kalya, (7) Nileshkumar K. Kalya, (8) Nisha Vikas Shah, (9) Vikas Kanaiyalal Shah, (10) Jagdishprasad B. Kalya, (11) Rahul R. Kalya, (12) Monika Mukesh Samdani, (13) Mukesh Ratanlal Samdani, (14) Mahendrakumar Bhanvarlal Purohit, (15) Priti Mahendrakumar Purohit, (16) B.R. Land Developers Pvt. Ltd., (17) Rajesh Shantilal Sanghvi, (18) Mina Rajesh Sanghvi, (19) Minesh Kanaiyalal Shah, (20) Shweta Minesh Shah & (21) Addis Realtech LLP itself and as power of attorney holder of No.1 to No.20 herein represented through its Designated Partner Mr. _____

ALLOTTEE:-
